

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 5
Mtg. Date August 4, 2015
Dept. Development Services

Item Title: **CalPoly San Luis Obispo General Plan Update Project Proposal**

Staff Contact: Carol Dick, Director of Development Services

Recommendation:

Adopt a resolution (**Attachment B**) authorizing execution of an agreement with CalPoly San Luis Obispo for a General Plan Update as a Master's Program Studio Project.

Item Summary:

The City of Lemon Grove recently hired Ms. Rose Kelly as a Planning Department Intern. She is a Master's Candidate at CalPoly San Luis Obispo (CalPoly SLO) and introduced the City of Lemon Grove to Professor Ms. Kelly Main as a potential Studio program partner. Professor Main is requesting City Council consider a Lemon Grove General Plan Update as a Master's Program studio project. An agreement between CalPoly SLO and the City of Lemon Grove for the upcoming school year (September through June) has been drafted for City Council consideration.

The staff report (**Attachment A**) describes the project, the Studio program, the potential scope of the General Plan update, and a proposed process.

Fiscal Impact:

\$15,000.

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section 15301 | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Resolution and Exhibit A
- C. CalPoly SLO Project Examples (excerpts from four communities)

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 5

Mtg. Date August 4, 2015

Item Title: **CalPoly San Luis Obispo General Plan Update Project Proposal**

Staff Contact: [Carol Dick, Director of Development Services]

Discussion:

The City Council recently identified an update to the Lemon Grove General Plan as a priority goal and has begun funding this work program in the annual budget. The City Council also expressed interest in forming a focus group (or Community Advisory Commission) to assist with identifying the scope of work for an update. This request is forwarded to the City Council prior to obtaining all of the needed funds for a comprehensive General Plan Update and prior to forming a focus group because of the opportunity presented to the City. If the City Council chooses to accept the proposal, the focus group may need to be formed as soon as possible to direct the project.

The costs of developing and adopting a comprehensive General Plan Update vary widely and what is almost always said is that this process is expensive. A comprehensive General Plan Update can take two to three years to complete and involves hiring a consultant team, multiple public meetings and hearings, and an environmental analysis. Comprehensive General Plan updates can cost hundreds of thousands of dollars.

CalPoly SLO

An opportunity to develop a portion of a General Plan Update was introduced to staff through Rose Kelly, a Planning Department Intern and Master's Candidate with CalPoly SLO. She suggested to her instructor, Professor Kelly Main, that Lemon Grove would be an ideal city for a Master's Studio project.

The Cal Poly SLO Master in City & Regional Planning (MCRP) degree program focuses on community-based studios that provide students a "real world" planning experience and an opportunity to make a difference in California communities. The students are arranged in teams and develop consultant-quality plans and documents. The planning and design work typically includes meeting with local government staff, conducting workshops with the public, presenting to elected officials, and gathering and analyzing community data. The program cost (\$15,000 in this case) covers travel, room and board for the students and faculty. The project proposal highlights the work program (**Attachment B**).

The University provides students with the opportunity to evaluate cities at different scales -- from the project site, to city-wide, to the region. The intent of this program is to provide the CRP students with a cross-sectional set of experiences in dealing with planning issues throughout the state. Recent community projects include: San Luis Obispo County, King City, City of Guadalupe, City of Grover Beach, City of Ventura, and the City of San Francisco. Excerpts from plans created through this program for Santa Maria, Nipomo, Santa Paula, and Delano are included in this staff report (**Attachment C**).

Attachment A

Lemon Grove General Plan Update

The current General Plan is out of date and contains information that since the completion of SR125, is confusing and problematic. This information has been provided to the CalPoly SLO Professor and has been broadly outlined in the agreement (**Attachment B**). However, the City Council or focus group appointed by the City Council, may consider additional topics including, but not limited to: economic development, a climate action plan, water quality, urban design, and emergency plans.

It is important to note that this proposed project is the core of a General Plan Update and a substantial amount of work is required once this core piece has been generated. The proposed project does not include technical studies (such as traffic studies, acoustical analysis, cultural reviews, etc.) or environmental analysis. Funding in the budget must continue in order to support that future work and to support the adoption of the update. The benefit of obtaining the core of a General Plan Update is that the technical studies and environmental analysis may be more easily defined (scope and costs) and accomplished once this framework has been created.

The General Plan Update in this agreement is not expected to be formally adopted until and unless the associated technical studies and environmental analysis have been completed.

If the City Council chooses to accept the proposal, the focus group may have to be formed as soon as possible in order to provide timely direction to the CalPoly SLO Studio teams. Alternatively, the City Council may defer the discussion pending the discussion of the formation of a Community Advisory Group scheduled for September 1, 2015.

Conclusion:

Adopt a resolution (**Attachment B**) authorizing execution of an agreement with CalPoly San Luis Obispo for a General Plan Update as a Master's Program Studio Project.

Attachment B

**RESOLUTION NO. 2015-
RESOLUTION OF THE LEMON GROVE CITY COUNCIL APPROVING THE CALPOLY
SAN LUIS OBISPO GENERAL PLAN UPDATE PROJECT PROPOSAL**

WHEREAS, CalPoly San Luis Obispo has identified the City of Lemon Grove General Plan Update as a potential CRP Studio project; and

WHEREAS, the Lemon Grove City Council expressed interest in a Lemon Grove General Plan Update; and

WHEREAS, the Agreement (Exhibit A) outlines the proposed General Plan Update work program and objectives; and

WHEREAS, the City Council has reviewed the agreement; and

WHEREAS, it is in the City's best interests to approve said agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Lemon Grove City Council hereby

1. Approves the Sponsored Project Agreement (Exhibit A); and
2. Authorizes the Interim City Manager to sign said Agreement on behalf of the City.

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Attachment B

EXHIBIT A SPONSORED PROJECT AGREEMENT (Fixed Price)

THIS AGREEMENT between the City of Lemon Grove ("Sponsor") a California municipality with its principal place of business at 3232 Main Street, Lemon Grove, California, and the Cal Poly Corporation ("Corporation"), a separate non-profit auxiliary Corporation serving the interests of the California Polytechnic State University ("University") doing business at 1 Grand Ave. San Luis Obispo, California.

The sponsored project contemplated by this Agreement is of mutual interest and benefit to the University, Corporation and to the Sponsor, and will further benefit the instructional and research programs of the University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for the Sponsor, University, and Corporation through improvements, inventions and/or discoveries:

The parties hereto agree to the following terms and conditions:

1. **STATEMENT OF WORK:** The sponsored project ("Project") entitled "City of Lemon Grove General Plan Update" as described in Attachment A, shall be performed on a reasonable efforts basis.
2. **PRINCIPAL INVESTIGATOR AND TECHNICAL REPRESENTATIVE:** The Project will be directed by Prof. Kelly Main (Principal Investigator), City and Regional Planning Department, who will be responsible for the Project. In the event the Principal Investigator becomes unable or unwilling to continue the Project, and a mutually acceptable substitute is not available, the Corporation and/or the Sponsor shall have the option to terminate the agreement.
3. **PERIOD OF PERFORMANCE:** The research Project shall be conducted during the period September 1, 2015 – June 30, 2016.
4. **FIXED PRICE:** This is a fixed price Agreement. Sponsor will pay the amount of \$15,000 ("Total Costs"). As research by its nature is unpredictable and without guarantee of successful results, this Project is conducted on a "reasonable efforts" basis. No fee or profit is received on research and such work for extramural sponsors is performed on a "no-profit-no-loss" basis. For these reasons, the Corporation will not accept agreement provisions that guarantee results, impose penalties for failure to make progress against firm deadlines, or provide for withholding of payments if the sponsor is not satisfied with the results. Corporation provides no warranty of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.
5. **ORDER OF PRECEDENCE:** Any inconsistencies in this agreement shall be resolved by giving precedence in the order below
 - (1) This agreement
 - (2) The statement of Work (Attachment A hereto).
 - (3) Addenda to this agreement including any licenses
 - (4) Other documents, exhibits, and attachments.
6. **PAYMENT:** The City of Lemon Grove will pay to the Corporation Total Costs based on the following schedule:

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- A payment of \$7,500 (equal to 50% of Total Costs), payable upon execution of this Agreement.
- Payment of invoices for \$2,500 each, up to a maximum of Total Costs based on the following schedule:
 - \$2,500 payment on December 1, 2015
 - \$2,500 payment on March 1, 2016
 - \$2,500 payment on June 1, 2016

Payment terms shall be net 30. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

7. TERMINATION:

7.1. Sponsor: Performance under the Agreement may be terminated by the Sponsor for convenience. In the event of such termination, the Corporation shall immediately stop all work hereunder and shall immediately notify any and all of its suppliers and subcontractors to cease work. Subject to the terms of this agreement, the Corporation shall be paid a percentage of the agreement price reflecting the percentage of the work performed prior to the notice of termination plus reasonable charges, including non-cancellable obligations, the Corporation can demonstrate to the satisfaction of the sponsor using its standard record keeping system, have resulted from the termination. The Sponsor may also terminate this agreement, or any part hereof, for cause in the event the Corporation fails to comply with any agreement terms and conditions, or fails to provide the Sponsor upon request, with adequate assurances of future performance. In the event of termination for cause, the sponsor shall notify the Corporation of the failure and the Corporation will have 30 days to cure the notice. If it is determined that the Sponsor improperly terminated this agreement for default, such termination shall be deemed a termination for convenience.

7.2. Corporation: Performance may be terminated by the Corporation if circumstances beyond its control preclude continuation of the research Project such as in the event that the Principal Investigator becomes unable or unwilling to continue the Project, and a mutually acceptable substitute is not available, the Corporation and/or the Sponsor shall have the option to terminate the Project or in the event of non payment of the sponsor. Sponsor shall pay all costs accrued by the Corporation as of the date of termination, including all non-cancelable obligations incurred prior to the effective date of termination. In the event the Principal Investigator becomes unable or unwilling to complete the project on time and a mutually acceptable substitute is not available, the corporation shall have the option to terminate the project.

8. EXPORT CONTROLLED INFORMATION: Given Cal Poly's inclusion of students, faculty, staff, and visitors of foreign nationality when providing educational experiences for all students, it is not in the University's best interests for the Corporation to receive information in the form of technology, software source code or technical data identified on any US export control list, including the US Department of Commerce Control List at 15 CFR 774 and the US Munitions List (USML) at 22 CFR 120-130 ("Export Control-listed Information" or "ECI") or from entities governed by the Office of Foreign Assets Control (OFAC), 31 CFR 501.

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In the event that Sponsor work requires that it provide Corporation with ECI having a classification other than EAR99, Sponsor shall so inform Corporation's Sponsored Program Representative, as listed in PRIMARY POINTS OF CONTACT section of this Agreement, in writing at least thirty (30) days prior to each planned disclosure of Sponsor's ECI, and will not forward or provide any ECI to Corporation without the express written consent of its Sponsored Program Representative. Corporation retains the right to decline receipt of any ECI that Sponsor wishes to provide. Such notice shall include the US Department of Commerce Export Control Classification List (ECCL) number or USML number of the ECI and the inclusion of any entities or transactions governed by OFAC.

All ECI that Corporation has agreed to receive shall be clearly marked in writing, or if disclosed orally, shall be identified as ECI prior to its disclosure and thereafter summarized in a written document that is provided to the recipient of the disclosure within fifteen (15) days of the disclosure.

Corporation and Sponsor agree to develop an appropriate Technology Control Plan to ensure that any information, data, software or materials that are export controlled and received in the performance of this Agreement shall not be exported from the United States or re-exported from any other country without first complying with applicable Export Control laws and regulations.

9. PUBLICITY: Sponsor shall not use the name of the University or Corporation, nor any of its employees, or other persons or entities affiliated with the project, in any publicity, advertising, or news release without the prior written approval of an authorized representative of the Corporation. Except for on-campus newsletters and reports, the Corporation/University will not use the name of the Sponsor, or its employees or subcontractor of the Sponsor, in any publicity without approval of the Sponsor.
10. ENDORSEMENT: Nothing contained in this Agreement shall be construed as conferring on any party, any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the CSU, University, its officers or employees.
11. NON-DISCLOSURE: Pursuant to this Agreement, the parties may need to disclose to one another certain information which is not in the public domain and is deemed confidential and proprietary to the disclosing party ("Confidential Information"). Confidential Information may only be used by a receiving party for the Purpose set forth in this Agreement. Confidential Information may be disclosed to the employees, agents, and financial or legal advisors of the receiving party only on a "need to know" basis, if such persons are subject to obligations of confidentiality and restricted use substantially identical to the terms specified in this Agreement. Each party receiving Confidential Information under this Agreement hereby agrees to take reasonable measures to prevent against further disclosure of such Confidential Information, and to restrict access to and control the use of such Confidential Information to the expressly permitted scope under this Agreement.

Information will be deemed as Confidential Information and governed by the obligations of nondisclosure and restricted use set forth in this Agreement, if it: (A) is clearly and conspicuously marked as "confidential" or "proprietary" by the disclosing party at the time of initial disclosure; (B) is transmitted via electronic or hard copy cover letter or memorandum

Attachment B

indicating that the contents are "confidential" or "proprietary;" or (C) orally identified as confidential at the time of disclosure and then subsequently summarized in written form in a clearly and conspicuously marked document and submitted to the receiving party within twenty (20) days of the initial disclosure.

Nothing contained herein will in any way restrict or impair either party's right to use, disclose, or otherwise deal with any Confidential Information which:

- (A) was lawfully known by the receiving party before receipt of it from the disclosing party;
- (B) is or becomes generally known to the public through no wrongful act or omission of the receiving party;
- (C) is rightfully provided to the receiving party by a third party, without restriction on disclosure or use;
- (D) is independently developed by personnel of the receiving party, without breach of the obligations of confidentiality set forth in this Agreement
- (E) is explicitly approved for release by written authorization of the disclosing party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; or
- (F) is made available by the disclosing party to a third party, without restriction concerning use or disclosure and not in violation of any confidentiality agreement.

No party will be liable for disclosure of Confidential Information to the extent made: (a) to comply with a valid Public Records Act request (as applicable to public entities); or (b) in response to a valid order of court or authorized government agency, provided that notice must first be given to the party owning the Confidential Information, so a protective order, if appropriate, may be sought by the owner. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement.

The above obligations for Confidential Information shall be in effect for a period of one (1) year from the termination or expiration of the Agreement.

12. **OWNERSHIP OF RESEARCH RESULTS:** The Corporation may hold University intellectual property, and manage the rights to such intellectual property consistent with University regulation and policy. All rights and title to Intellectual Property whether patentable or copyrightable or not, relating to Project made solely by employees of University or Corporation shall belong to California Polytechnic State University and shall be subject to the terms and conditions of this Agreement.

All rights and title to Intellectual Property, whether patentable or copyrightable or not, relating to Project made and/or owned solely by employees of Sponsor shall belong to Sponsor. Such inventions, improvements, and/or discoveries shall not be subject to the terms and conditions of this Agreement.

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All rights and title to Intellectual Property, whether or not patentable or copyrightable, relating to Project made jointly by the parties shall belong jointly to the parties.

12.1 PUBLICATIONS: The Project personnel will be free to publish the results of that part of the research Project which is performed under this Agreement. Publication of information that had previously been researched by the Sponsor but presented to the Project personnel as a component of the Project research performed under this Agreement requires prior written approval of the Sponsor.

12.2 COPYRIGHTS: Title to and the right to determine the disposition of any copyrights, or copyrightable material, first produced in the performance of the research Project shall remain with the University, or Corporation as an agent for the University in Intellectual Property.

12.3 PATENTS: Title to any invention conceived or first reduced to practice by Project personnel will remain with the University, or Corporation as an agent for the University in Intellectual Property, which will have the sole right to determine disposition of any patents or other rights resulting therefrom. Such disposition shall be calculated to protect the public interest, as well as the rights and equities of both parties. This will not, however, give the Corporation any rights to the title of any invention conceived or first reduced to practice prior to this Agreement or performed by the Sponsor, and/or employees or other subcontractors, during the time period of this Agreement, which may be required to further the research under this Agreement.

The Corporation agrees to grant to Sponsor a time-limited option to negotiate an exclusive, world-wide, royalty-bearing license, to make, use, or sell any invention or discovery made and conceived under this Agreement directly resulting from the performance of the research hereunder, including the right to sublicense on a royalty-bearing basis with accounting to Corporation.

Sponsor shall have sixty (60) days from disclosure of any invention or discovery to notify Corporation of its desire to enter into such a license agreement.

A license agreement shall be negotiated in good faith within a period not to exceed one hundred and twenty (120) days from Sponsor's notification to Corporation of its desire to enter into a license agreement, or such period of time as the parties shall mutually agree.

In the event Sponsor elects to exercise its option as to any invention or discovery, in accordance with above, it shall be obligated to pay all patent expenses for such invention or discovery.

Should Sponsor elect not to file or maintain, or decides to discontinue the financial support of the prosecution, maintenance or protection of a patent application or patent for Intellectual Property, Corporation shall be free to file or continue to prosecute or maintain any such application(s), and to maintain any protection issuing thereon in the United States and in any

Attachment B

foreign country, at Corporation's sole expense, and Sponsor shall have no rights in the application or resulting patent.

13. **INDEPENDENT CONTRACTOR:** For the purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other party. Neither party shall have authority to make any statements, representation or commitments of any kind, or to take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.
14. **INDEMNIFICATION:** CAL POLY CORPORATION shall defend, indemnify and hold Sponsor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CAL POLY CORPORATION, its officers, agents or employees.

Sponsor shall defend, indemnify and hold CAL POLY CORPORATION its officers, the trustees of the California State University, employees, volunteers, and subcontractors harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its officers, agents or employees.

15. **DISPUTES:** Any dispute concerning a question of fact arising under terms of this agreement that is not resolved by mutual agreement of the parties shall be brought to the attention of the authorized signatories of both parties. If resolution of the dispute cannot be accomplished, the parties agree to resolve the dispute by final binding arbitration before the American Arbitration Association (AAA), utilizing its Commercial Arbitration Rules. One arbitrator shall be selected using AAA procedures. The arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The arbitrator will not award attorney's fees, or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages. Either party may seek judicial relief to compel the other party to comply with the provisions of this Section, or injunctive or other equitable relief to protect its intellectual property rights, provided (unless prohibited by applicable law) that the remainder of the dispute or claim is submitted to arbitration. The arbitration shall be held in San Luis Obispo, California; both parties hereby give their irrevocable consent to jurisdiction of courts of or in the State of California, as well as processes of the AAA in California. Awards shall be final, binding and non-appealable (except on the minimal grounds required under the Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, state, federal or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

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16. **GOVERNING LAW:** This Agreement will be deemed fully executed when signed by both parties. This Agreement shall be governed in accordance with the laws of the State of California.
17. **AGREEMENT MODIFICATION:** Any changes in the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.
18. **SEVERABILITY:** The parties agree that if any part, term, or provision of this Agreement is held illegal or invalid, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal or invalid.

19. PRIMARY POINTS OF CONTACT

Authorized Sponsor Representative
Kathi Henry
City Manager
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945
(619) 825-3801
khenry@lemongrove.ca.gov

Sponsor Technical Representative
Carol Dick
Development Services Director
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945
(619) 825-3806
cdick@lemongrove.ca.gov

Cal Poly Corporation Representative
Melissa Mullen
Sponsored Programs Director
Cal Poly Corporation
1 Grand Avenue
San Luis Obispo, California 93407-0830
(805) 756-1123
sponprog@calpoly.edu

Cal Poly Technical Representatives
Kelly Main, Ph.D., Associate Professor
City & Regional Planning Dept.
California Polytechnic State University
1 Grand Avenue
San Luis Obispo, California 93407-0283
(805) 756-2285
kdmain@calpoly.edu

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20. **FINAL AGREEMENT:** This Agreement states the entire agreement between the parties relating to the Project and supersedes all prior written or verbal agreements relating to this Agreement. This Agreement may only be modified in a writing signed by all parties. The parties agree to be legally bound by this Agreement. Notwithstanding any statute, regulation, or other rule of law, a signature provided by facsimile or other electronic copy will be deemed to be an original signature, and this Agreement may be executed in counterparts, and all counterparts taken together will be regarded as one and the same instrument.

In witness whereof, the parties hereto have executed this agreement by authorized official or designee:

City of Lemon Grove

Cal Poly Corporation

Kathi Henry Date _____
City Manager

Melissa Mullen Director, Sponsored Programs Office	Date
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Attachment: Lemon Grove Project Proposal

Attachment B



California Polytechnic State University
San Luis Obispo, CA 93407
City and Regional Planning Department
805 756-1255
www.planning.calpoly.edu

PROJECT PROPOSAL

STUDIO—CITY OF LEMON GROVE, GENERAL PLAN UPDATE

1. PROJECT | COURSE DESCRIPTION AND OBJECTIVES

- Complete a general plan update/recommendations for Lemon Grove:
 - Using the following:
 - Interviews with staff;
 - Information from the community profile research and community outreach process;
 - Outside data sources, which will be referenced. Some data sources are likely to be mentioned in the text, such as when we use the Census or the California Department of Finance, and at a minimum sources would be referenced in a bibliography;
 - A case study analysis that includes similar projects for similar communities;
 - Regulatory changes since the 1996 General Plan Adoption, which will be summarized in the community profile.
 - Emphasizing the following:
 - Community outreach;
 - Elements that:
 - Include, but are not limited to: Land use, Design, Circulation, Economic Development, Community Services and Infrastructure, Community Safety, Infrastructure, Parks, History and Culture;
 - Integrate the City's recently adopted Health Element, Housing Element and Bicycle Master Plan. The General Plan Update will maintain the goals and objectives of those plans. The Update will be formatted to look similar to the Health Element.

Attachment B

- Specific community concerns, such as, but not limited to:
 - Update of the existing transportation land use parcels no longer needed for transportation;
 - Inclusion of the MTS property into the Massachusetts Station STA;
 - Complete streets policies and design guidance as a new mobility element;
 - Consideration and reference of outside efforts (SANDAG Grant) concerned with Broadway Corridor (Smart Growth Area LG-2);
 - Reconsideration (updated analysis) of all Special Treatment Areas, (may include conceptual land use diagrams for these areas).
- Conduct a project analysis and community outreach process that includes three trips to Lemon Grove, California:
 - Trip 1 will include:
 - Initial visit and meeting with staff,
 - Community outreach—Issue and idea generation, resulting from:
 - Extensive in-person interviews at community events/public sites (i.e. grocery stores, shopping centers, farmers markets, public parks) where community members can be found),
 - Mapping activities,
 - Focus group meetings;
 - Trip 2 will include:
 - Additional project analysis,
 - Presentation to staff and/or commission—Initial:
 - Community profile information,
 - General plan concepts;
 - Community outreach, resulting in:
 - Concerns and idea generation—Continued in-person interviews, mapping activities, and focus group meetings,
 - Response/prioritization of student ideas;
 - Trip 3 will include:
 - Final presentation/workshop.

Attachment B

2. PROJECT TIMELINE

- Project start: September 15, 2015
- Final project reports submission: June 30, 2016

3. DELIVERABLES

- Community Profile;
- General Plan Update (recommendations) containing a description of visions/concepts/goals/policies/implementation measures related to the seven required elements;
- GIS mapping and graphics;
- Appendices that include community outreach data, as follows:
 - Details, activities, and results from each event,
 - Recommendations for future community outreach efforts.

4. PROJECT TEAM

Graduate students in the twenty-week (two quarter) Comprehensive Planning Studio in the City and Regional Planning Program at California Polytechnic State University, San Luis Obispo

Faculty advisor: Kelly Main, Ph.D., Associate Professor

Previous to joining the faculty of Cal Poly, Professor Main worked for more than fifteen years as a practicing city planner for cities in Orange County, California. Her experience includes: Development project review; fiscal impact modeling; comprehensive zoning ordinance and general plan updates; design guidelines; and a parks and recreation master plan.

Professor Main has a Masters in economics from Brown University and a Ph.D. in urban planning from the University of California, Los Angeles. Her teaching experience includes community planning, the history and foundations of city planning, planning implementation methods, and planning with multiple publics. Professor Main's research experience covers public health and the built environment, the emotional attachments that people form to community spaces, the influence planning practice has on the importance and meaning of place, and community participation in culturally diverse communities.

While at Cal Poly, Professor Main has acted as faculty advisor for ten community and/or specific planning laboratories, producing: 1) the Nipomo Community Plan, 2) the Delano Strategic Plan, 3) the Figueroa Corridor Community Plan, 4) the Santa Paula Downtown Plan Update, 5) the City of Santa Maria General Plan Update, 6) the City of Bell General Plan Update, 7) the Menlo Park Waterfront Vision Plan, 8) the Cayucos Public Space Plan, 9) the Sanger General Plan Update, and 10) City of Woodland Parks, Recreation, and Community Services Master Plan Update. In 2009, the Delano Strategic Plan received the American Planning Association's national award for small town and rural planning for a student project.

Attachment B

Additional personnel/assistance:

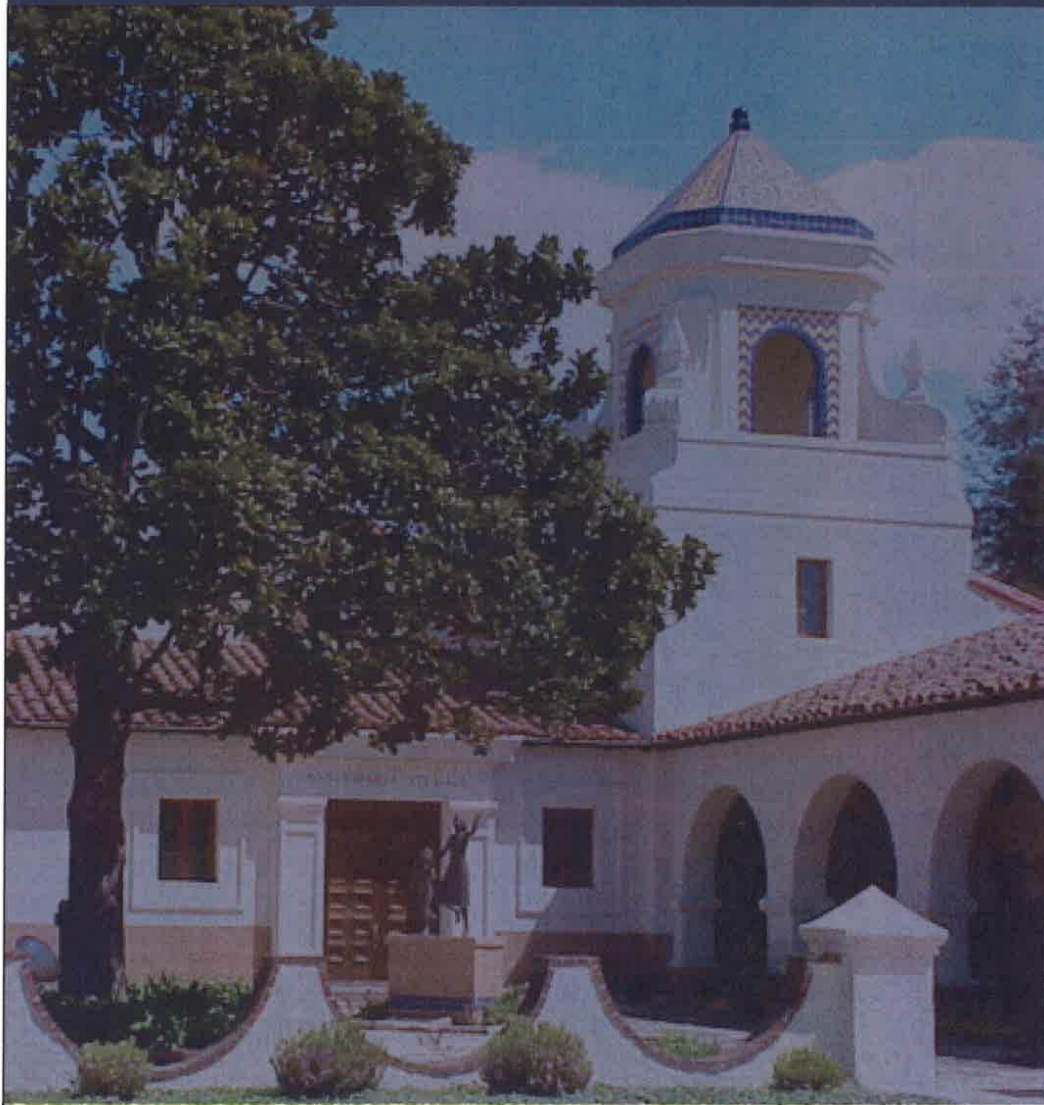
- Student assistance (one graduate student assistant to be identified)
- Administrative assistance from the city and regional planning program office
- Professional editing

5. PROJECT BUDGET

- Personnel
 - Administrative Assistance \$ 500
 - Student Research Assistant \$ 1,400
- Travel (2 four-day trips—14 students|1 2-day trip—4 students) \$ 10,500
- Supplies (High-resolution documents, posters, project supplies) \$ 1,200
- Onsite Costs Refreshments/supplies for community outreach events/website \$ 1,400
- TOTAL \$15,000



Santa Maria Draft General Plan Update



Acknowledgements

Project Advisor

Kelly Main, Ph. D.

Document Editor

Amy Scott
Amy Chesarek

City of Santa Maria

Larry Appel, Community Development
Director
Bill Shipsey, Planner III
Dave Cross, Executive Director
Economic Development Commission

Staff Graphics Team

Collin Tateishi
Charlotte Bell
Jean Paul Molyneux
Matt Severson

Research Teams

Land Use and Design

Collin Tateishi
James Alexander
Petra Tica
Ian Fronczack

Circulation

Collin Tateishi
Solomon So
Ian Fronczack

Housing

Danielle Lam
Hannah Edelsberg
Patrick McDonough

Economic Development

Amy Chesarek
Tyler Coons
Charlotte Bell

Community Services and Safety

Amy Scott
Ben Matlock
Jean Paul Molyneux
Matt Barkley

Parks, Culture and History

Matt Severson
Paula Chiu
Bryan Iwamoto
Jasmin Kayhour
Caroline Rafferty
Rebecca Bustos

Santa Maria Draft General Plan Update

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NIPOMO 2030 Community Plan

Respecting the Past, Building a Future



Community Planning Lab
Winter 2008

CRP 411 | Community Planning Lab

Winter 2008

Dr. Kelly Main

Prepared for:

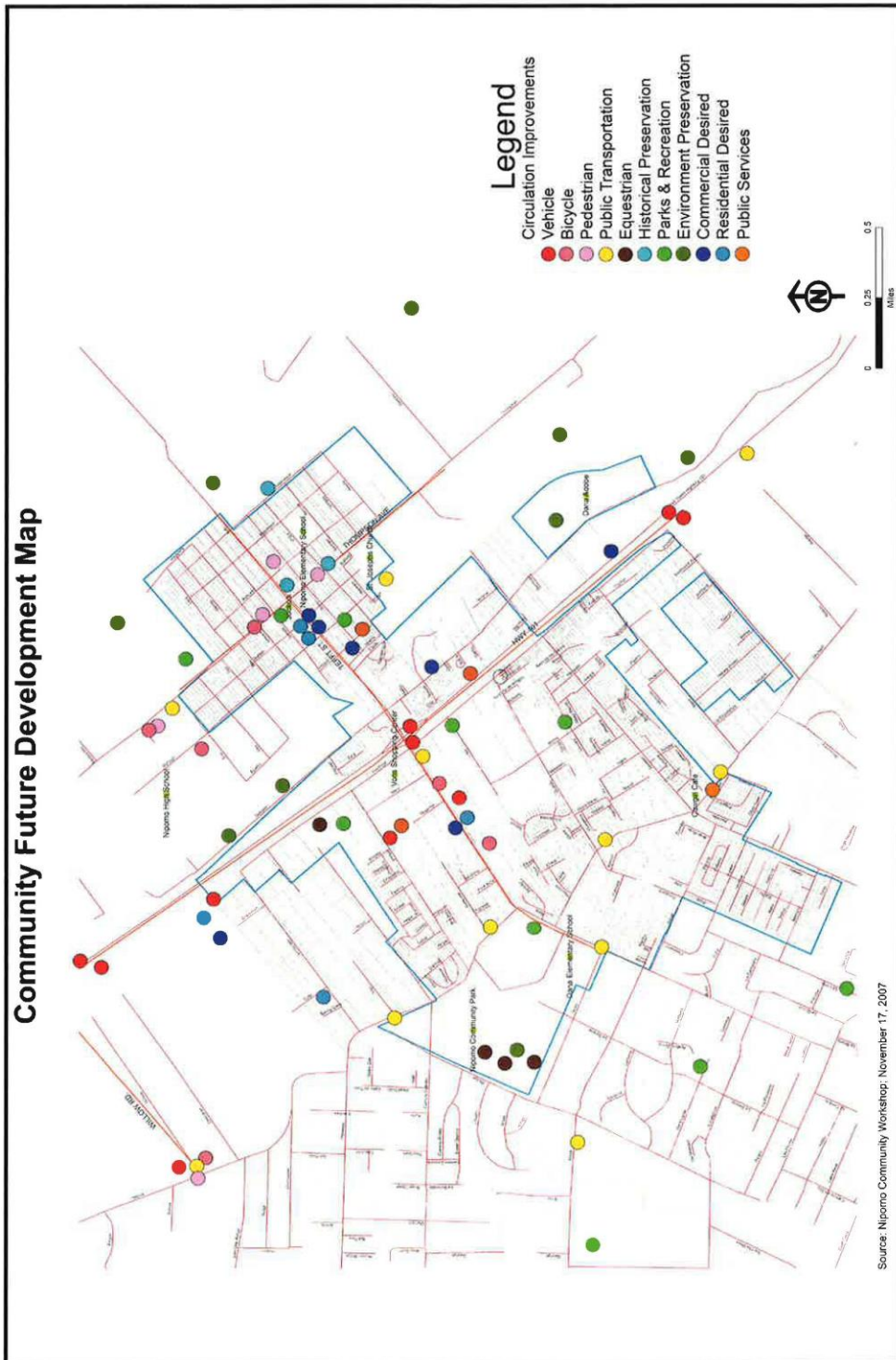
The San Luis Obispo County Planning Department

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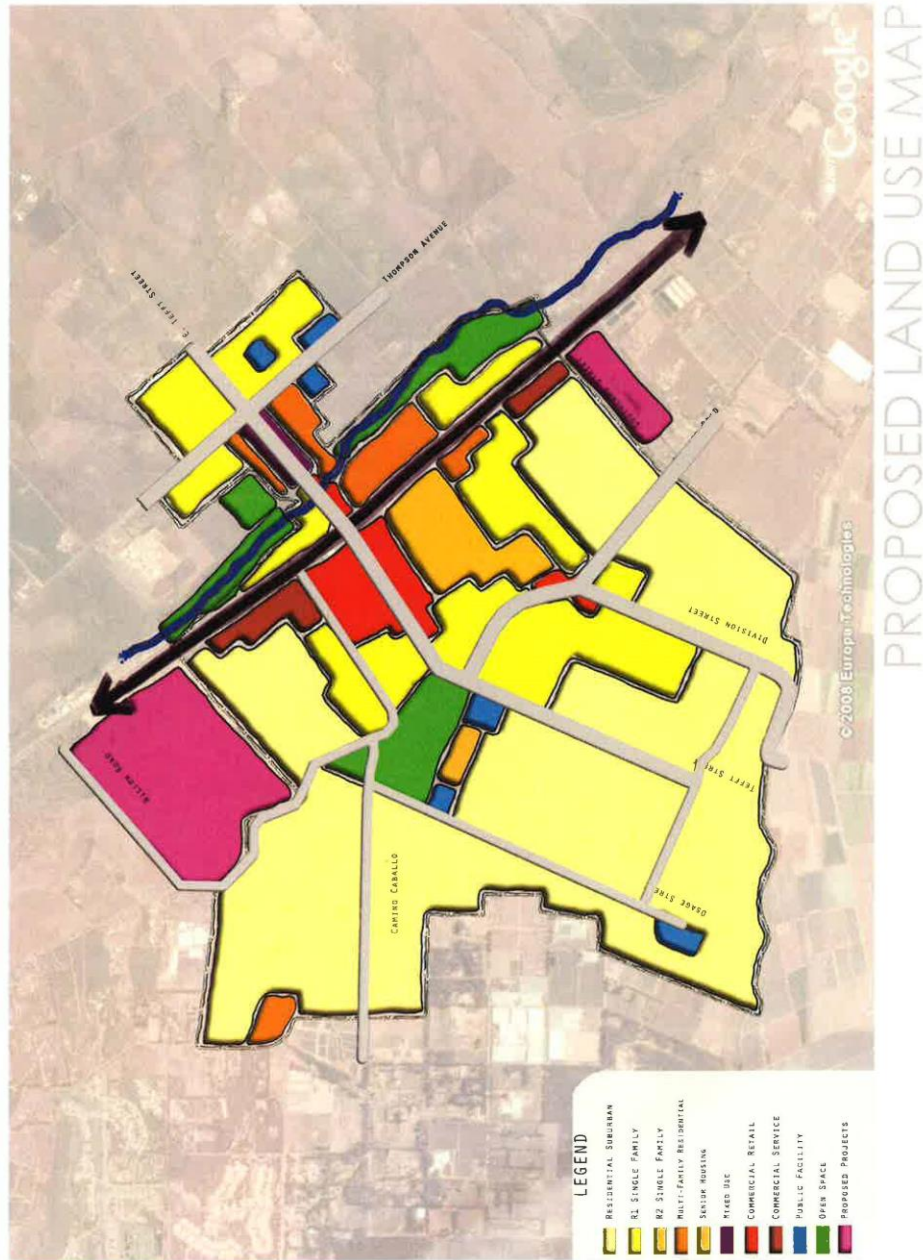
The Community of Nipomo

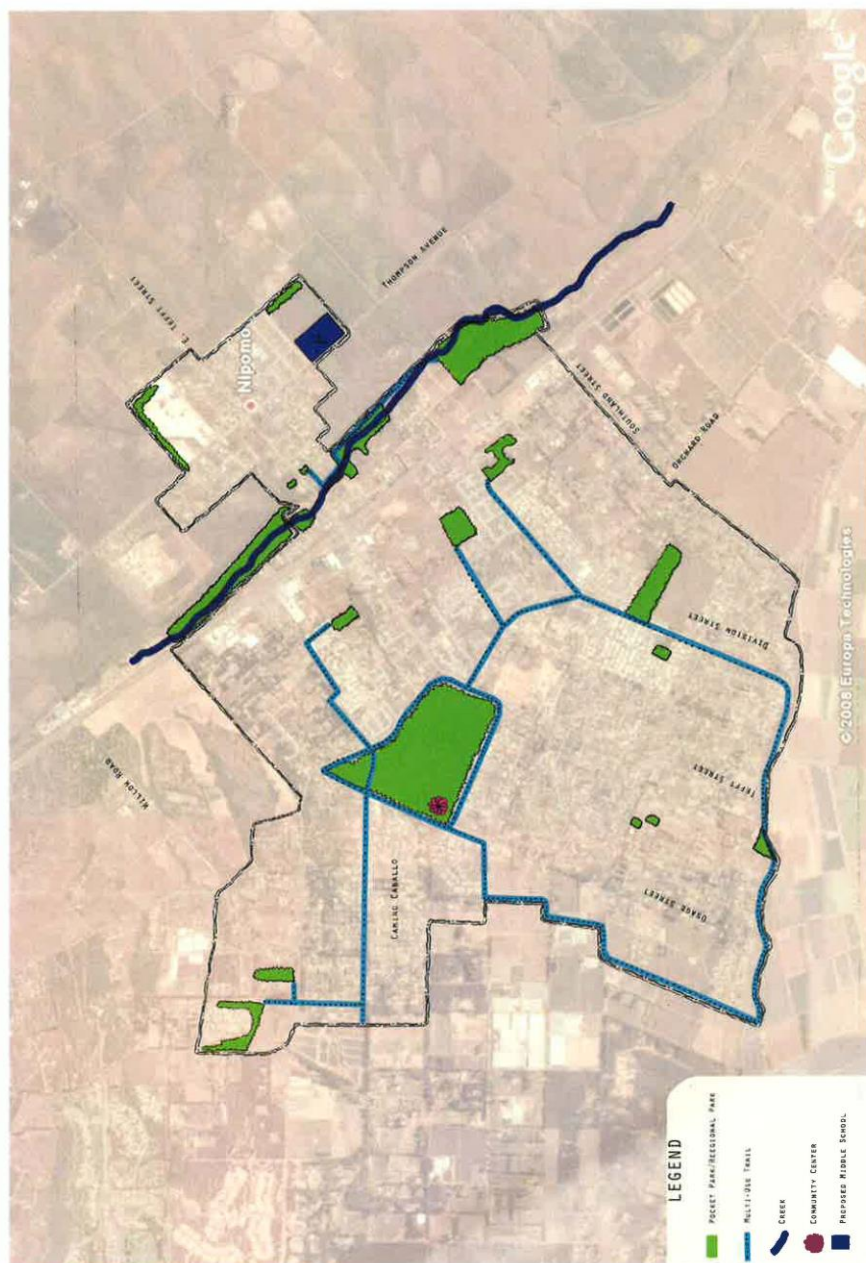
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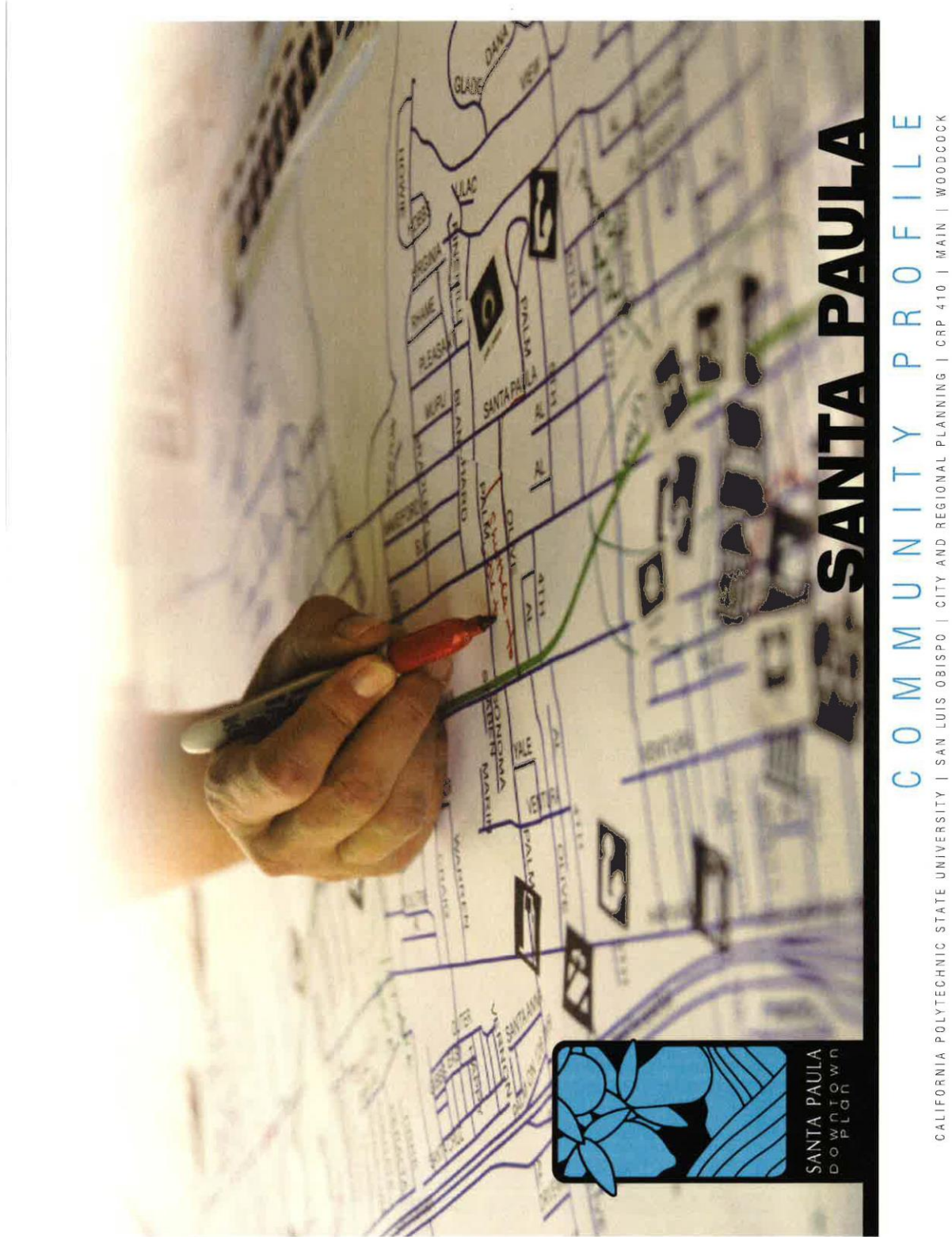
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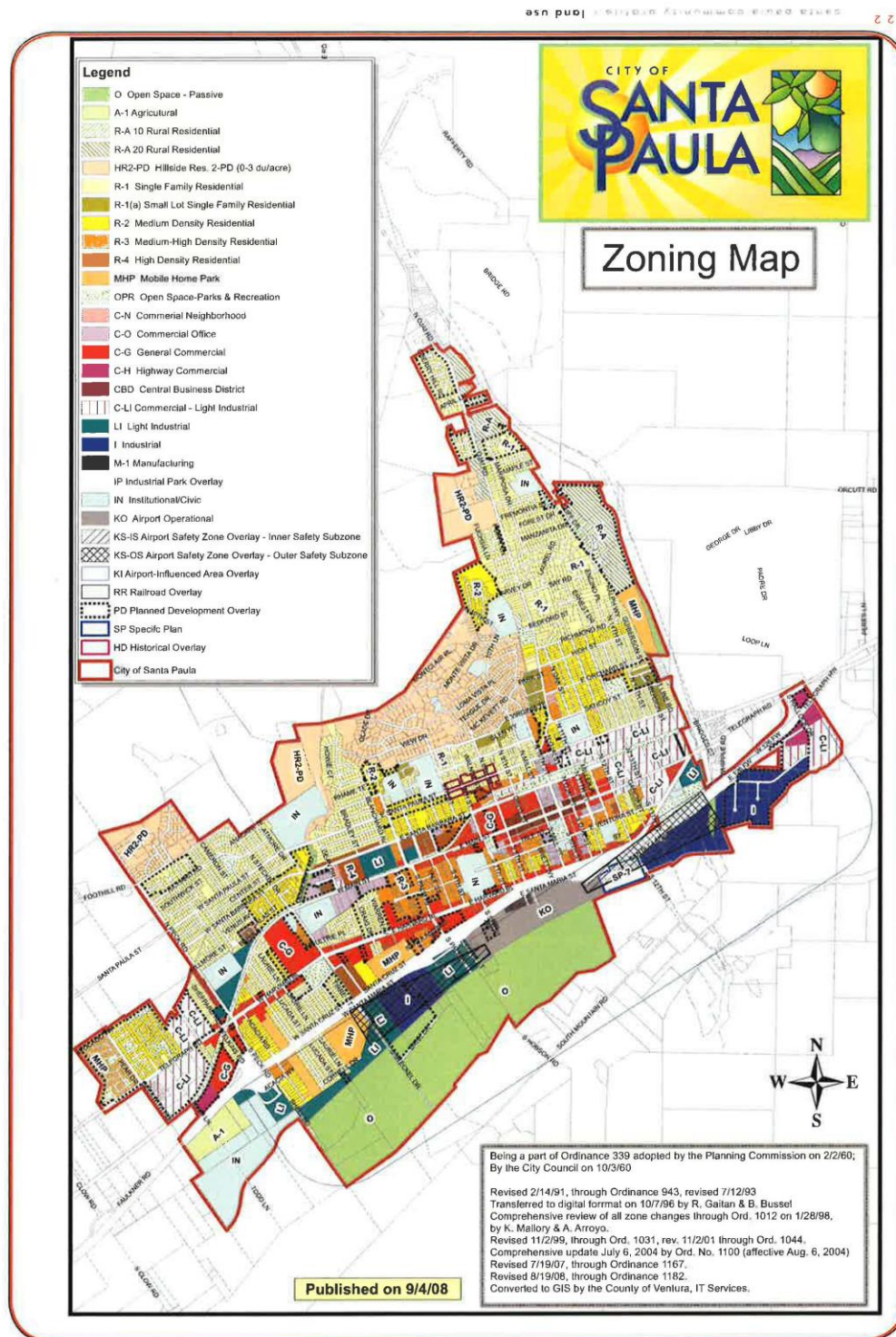




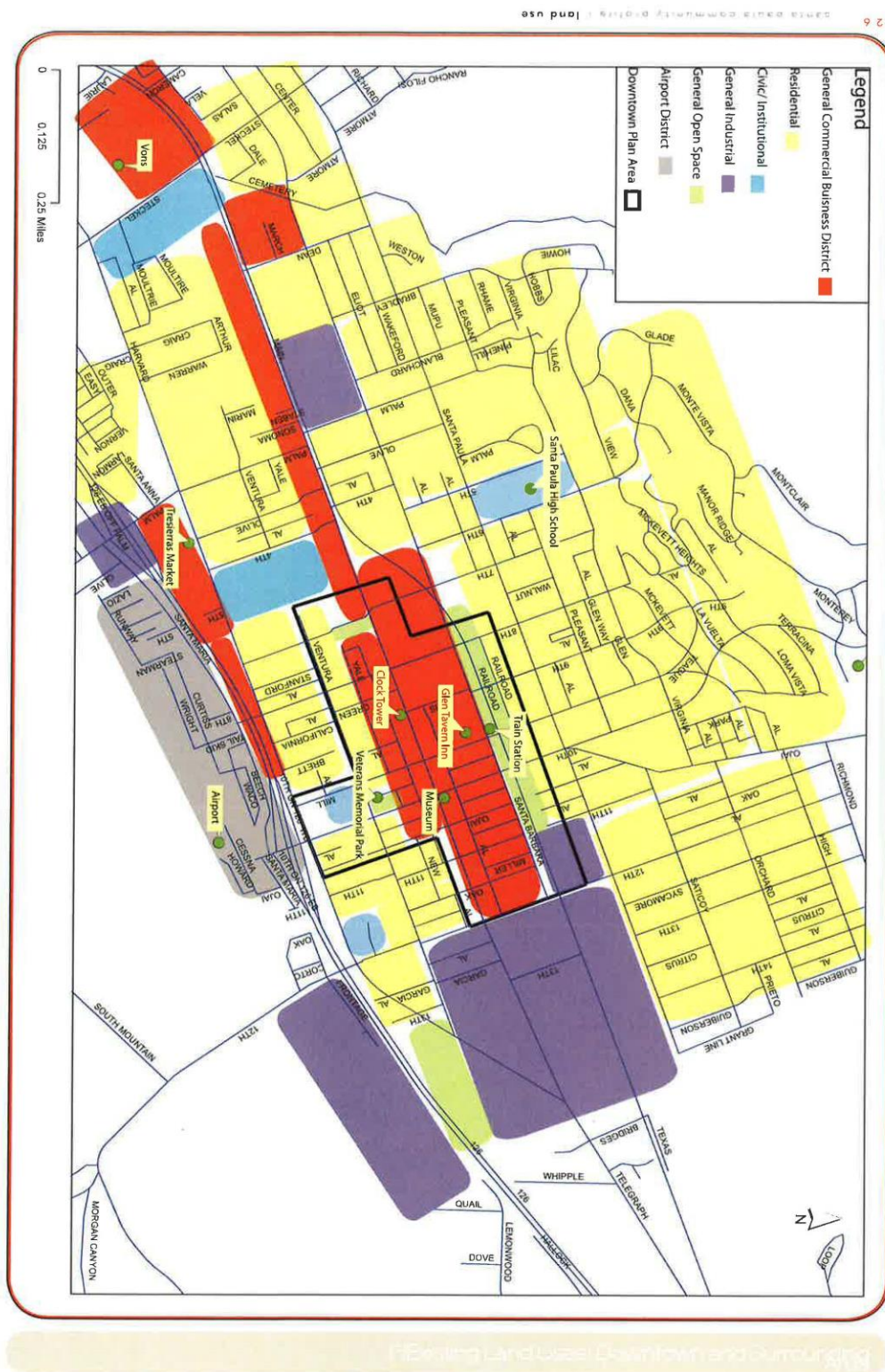
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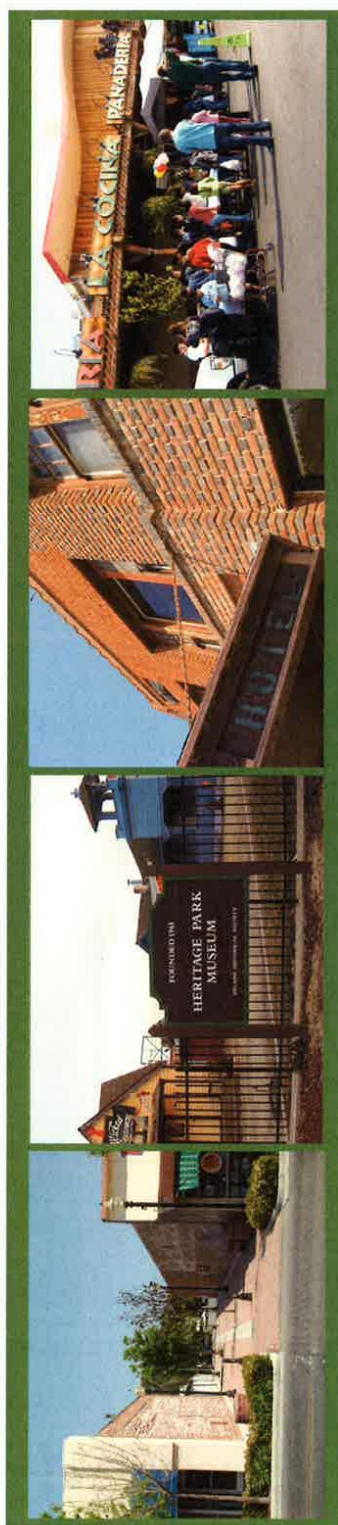
delano strategic plan



California
Polytechnic State
University
San Luis Obispo

Community
Planning Laboratory

Winter 2009



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1.4.3 DEVELOPMENT OF THE DELANO CONCEPT PLAN AND DESIGN GUIDELINES

The Delano Concept Plan was the final step in addressing the information received from the community. During one of the public outreach activities, the Plan Van exercise (see Chapter 2, Community Input), students asked Delano community members to map out their "Ideal City Scenario". The class analyzed the information provided by residents during this activity to create the Concept Plan and the Design Guidelines.

The City of Delano is anticipating significant growth in the future. In preparation for an increasing population, students recommend that the City reconsider its existing land use plan and consider the adoption of City-wide, district-based design guidelines. To create the Concept Plan and Design Guidelines, students divided the City into five districts: The Northwest, Northeast, Southwest, Southeast, and Central Districts. Each of the five districts has a central node where commercial development would be concentrated. Residential uses in each district would develop outward from the commercial node. The guidelines provided by the students are focused on the principles of sustainability and smart growth.

The Concept Plan also took into consideration projects that the City already approved and are currently in the process of developing. The Concept Plan integrates current projects with the community's vision for future development. The image below shows the five proposed districts. Details regarding the Concept Plan and Design Guidelines can be found in the DSP chapter titled "Land Use and Design."

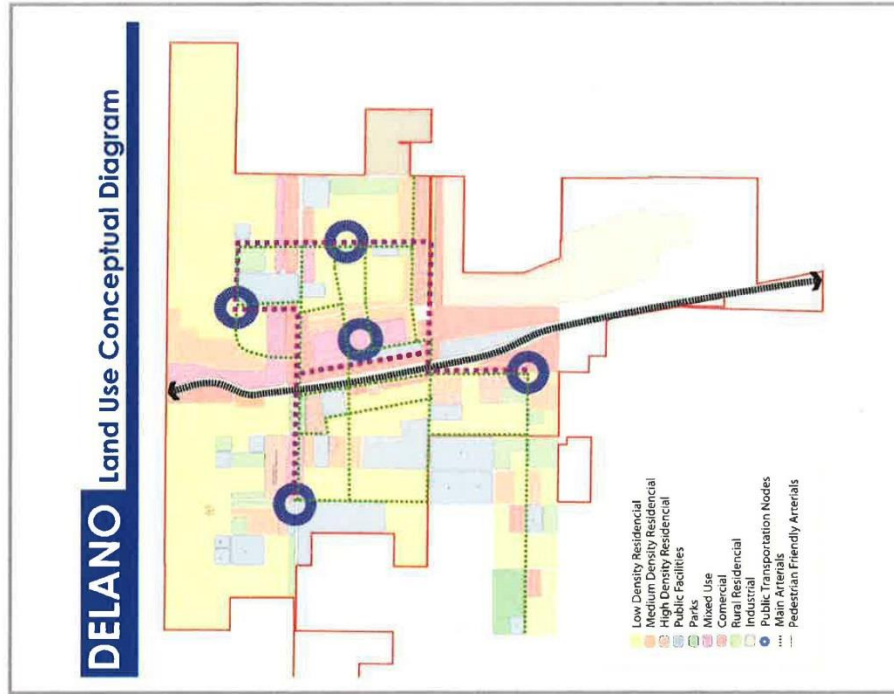


Diagram illustrating a residential street layout with various zones and dimensions:

- 7' Parking**
- 14' Travel Lane (Queueing)**
- 7' Parking**
- 7' Buffer**
- 2-3' Planting Strip**
- 5-6' Sidewalk**
- 50-75' Right-of-Way**

The total width of the street is **100'**.

Ancillary Building Concept: Additional structures on the property shall relate architecturally to the primary residence.

Recommended façade opening character: Medium-density shall resemble adjacent, low-density residential. Varied front setbacks to create visual interest.

Parking concept / parking types: Parking should be available on-site in a covered or enclosed area. Any detached carport or spaces for medium-density residential uses should be located toward the rear.

Minimum required landscape: Thin buffers and winding pedestrian walkways along secondary streets.

